

# EXHIBIT A

**LEASE MODIFICATION AND EXTENSION AGREEMENT**

This LEASE MODIFICATION AND EXTENSION AGREEMENT (hereinafter referred to as the "Modification and Extension Agreement") is dated as of the 1<sup>ST</sup> day of January 2021, and is between **FOX RIVER PROPERTIES** (hereinafter referred to as the "Owner") and **SEBCO DEVELOPMENT INC.** (hereinafter referred to as the "Tenant") - having an address at 885 Bruckner Blvd, Bronx, NY 10459.

**WITNESSETH:**

THIS LEASE MODIFICATION dated January 1, 2021, is the controlling document along with the original lease document in the event of any dispute arising from this agreement.

WHEREAS Owner and Tenant entered into an Agreement of Lease (hereinafter referred to as the "Lease") dated January 1, 2021, Owner agreed to lease to Tenant, and Tenant agreed to rent from the Owner Fox River Properties located in the building known as 885 Bruckner Blvd, in the Borough of the Bronx, City and State of New York (the demised "Demised Premises"); Fifty percent of the building located at 885 Bruckner Blvd. Bronx NY, 10459 and

WHEREAS Owner and Tenant wish to modify and extend the Lease in certain respects as set forth herein and desire that such modifications supersede all the provisions of the Lease to the extent the same are inconsistent.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agreed to modify the Lease as follows:

1. Each and every provision of the Lease except as modified by this Lease Renewal is incorporated herein.

2. This term shall commence on January 1, 2021 ("Commencement Date") and shall end at 12:00 midnight on December 31, 2025 (the "Term"), or on such earlier date upon which the Term shall expire or be cancelled or terminated pursuant to any of the conditions or covenants of the Lease, Rider, and any provisions, or pursuant to law (the "Expiration Date" or "Termination Date").

3. Modifying paragraph; Paragraph 43 of the Lease Rider, the Basic Rent during the Term of this Lease Renewal will be increased and shall be payable in advance on the first (1<sup>st</sup>) day of each and every month as follows:

I. For the period beginning on January 1, 2021 through and including December 31, 2021, the sum of Thirty Seven Thousand Seven Hundred Eleven (\$37,711.44) Dollars and Forty Four cents per annum, payable in advance on the first (1<sup>st</sup>) day of each and every month throughout the Term of this Lease Renewal, in equal monthly installments of Three Thousand One Hundred Forty Two Dollars and Sixty Two cents (\$3142.62).

II. For the period beginning on January 1, 2022 through and including December 31, 2022, the sum of Forty Thousand Eight Hundred (\$40,800) Dollars and Zero cents per annum, payable in advance on the first (1<sup>st</sup>) day of each and every month throughout the Term of this Lease Renewal, in equal monthly installments of Three Thousand Four Hundred Dollars and zero cents (\$3400.00).

III. For the period beginning on January 1, 2023 through and including December 31, 2023, the sum of Forty Thousand Eight Hundred (\$40,800) Dollars and Zero cents per annum, payable in advance on the first (1<sup>st</sup>) day of each and every month throughout the Term of this Lease Renewal, in equal monthly installments of Three Thousand Four Hundred Dollars and zero cents (\$3400.00).

IV. For the period beginning on January 1, 2024 through and including December 31, 2024, the sum of Forty Thousand Eight Hundred (\$40,800) Dollars and Zero cents per annum, payable in advance on the first (1<sup>st</sup>) day of each and every month throughout the Term of this Lease Renewal, in equal monthly installments of Three Thousand Four Hundred Dollars and zero cents (\$3400.00).

V. For the period beginning on January 1, 2025 through and including December 31, 2025, the sum of Forty Thousand Eight Hundred (\$40,800) Dollars and Zero cents per annum, payable in advance on the first (1<sup>st</sup>) day of each and every month throughout the Term of this Lease Renewal, in equal monthly installments of Three Thousand Four Hundred Dollars and zero cents (\$3400.00).

4. Tenant shall pay a "Late Charge" of ten (10%) percent of any installment of Basic Rent or Additional Rent, as defined in the Lease, paid more than ten (10) days after the due date thereof, to cover the extra expense involved in handling delinquent payments. This late charge payment shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligations to pay all such sums at the time or times herein stipulated.

5. Upon the execution of said Modification and Extension Agreement, Tenant shall pay an additional \$ 0 (\$ ZERO) Dollars to Owner, so that the sum of \$ 0 (\$ ZERO) Dollars is being held by Owner as a Security Deposit.

6. All capitalized terms used herein shall have the meaning ascribed to them in the Lease unless modified by this Lease Renewal or defined for the first time in this Lease Renewal. Except as modified herein, all other terms and conditions of the Lease shall remain full force and effect as set forth herein.

7. Tax and Operating Expense Increase Payments - Any proportionate share of future tax will be the liability of the lessee. It is the landlord's responsibility to furnish the lessee with the appropriate documentation as proof of liability.

8. Renewal Option: Tenant has right to renew lease provided that the rents covenants, terms, and obligations are adhered to for the life of this agreement. The tenant, if complied with all terms herein will have the option to renew the lease for an additional ( 5 ) years. The rental payment amount for the extended renewal must be negotiated (60) sixty days prior to the expiration of the current lease. If tenant fails to contact Owner/Lessor, the owner will have the right to administer an automatic renewal which will be put in effect with an increase of five percent ( 0 %) per annum.

9. Early Termination – After the conclusion of the second year of the Lease, and upon four months advance written notification to Owner by the Tenant, the Lease may be terminated without prejudice. The tenant will be responsible for all payments until the termination date is commenced upon. Tenant also agrees to the forfeiture of any Security Deposit monies held by Owner.

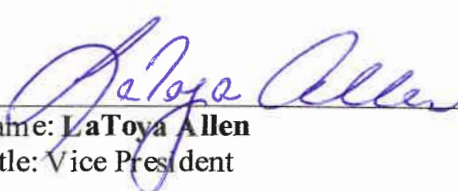
FOX RIVER PROPERTIES

By:

  
Name: **SALVATORE GIGANTE**  
Title: President

SEBCO DEVELOPMENT  
as Tenant

By:

  
Name: **LaToya Allen**  
Title: Vice President

  
Notary Public

DIONICIO ARAUJO  
Notary Public, State of New York  
No. 01AR5021494  
Qualified in Bronx County  
Commission Expires December 20, 2025